IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTH DAKOTA
SOUTHWESTERN DIVISION

Claud Sloan, Plaintiff, vs. Hartford Life and Accident Insurance Company, a foreign corporation, Defendant.	)	**ORDER** Case No. 1:05-cv-014

On December 2, 2005, this Court denied Motions for Summary Judgment filed by both the plaintiff, Claud Sloan, and the defendant, Hartford Life and Accident Insurance Company. See Docket No. 19. On December 5, 2005, Hartford Life filed a response to Sloan's motion.[1] The Court will review Hartford Life's response in conjunction with the Court's prior Order.

As previously stated, the question at the summary judgment stage is whether, as a matter of law, Sloan was totally disabled under the LTD Plan on or after August 15, 2000, the date from which Hartford Life terminated his long-term disability benefits. If there are reasonable inferences either way as to whether Sloan was "totally disabled" under the LTD Plan, then neither party can prevail without some finding of fact.

Hartford Life's response aggrandizes favorable evidence while downplaying unfavorable evidence. In doing so, it emphasizes the divisive nature of the evidence and supports this Court's denial of summary judgment. When the administrative record as a whole would support a reasonable fact-finder's decision for either party, the issue of whether Sloan is totally disabled is a genuine issue

[1]In its motion, Hartford Life correctly notes that the final date for filing a response was not until December 6, 2005. See Fed. R. Civ. P. 6(a) and Local Rule(B)(2).

of material fact and renders summary judgment improper as to both parties. After thoroughly reviewing Hartford Life's responsive brief, prior pleadings, and the administrative record, the Court finds no basis for reversing its Order denying summary judgment.

IT IS SO ORDERED

Dated this 9th day of December, 2005.

Daniel L. Hovland, Chief Judge
United States District Court